

State of Indians Office Lease

This Lease is entered into by and between **South Park Group LLC** (hereinafter referred to as "Landlord") and the State of Indiana, acting by and through the Department of Administration, for and on **behalf** of **the Office of the Attorney General** (hereinafter referred to as "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this Lease on **behalf** of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1 Description of Premises Leased

Tenant agrees to lease **from** Landlord and Landlord agrees to lease to Tenant certain office space consisting of approximately 8,029 rentable square feet. The space to be leased is commonly **known** as 31-35 South Park Boulevard, in the City of Greenwood, County of Johnson, **State** of Indiana (the "Leased Premises"). The Leased Premises are more **fully** described in the legal description attached as **Exhibit** A and floor plan attached as Exhibit B.

2. Term of Lease

This Lease shall be effective for a period of fifty-two (52) months, commencing within five (5) working days after the completion of the leasehold improvements as described in the work letter and floor plan attached as Exhibits C and B respectively, and completion of **all** computer and telephone wiring. The commencement and expiration dates of this Lease will be **confirmed** by a letter generated by the Tenant and signed by the Landlord with a copy to the Department of Administration. This letter **will** become a part of this Lease as Exhibit D.

3. Consideration

A. The total agreed base rent for the entire term of this Lease shall not exceed the sum of **\$544,526.78** payable as follows:

| | | | |
|-------------------|---|-----------------|-----------------------|
| Months 0-4 | : | \$0.00 | \$0.00 annually |
| Months 5-16 | : | \$16.20 sq. ft. | \$130,069.80 annually |
| Months 17-28 | : | \$16.69 sq. ft. | \$134,004.01 annually |
| Months 29-40 | : | \$17.20 sq. ft. | \$138,098.80 annually |
| Months 41-52 | : | \$17.73 sq. ft. | \$142,354.17 annually |

B. It is **further agreed** that the Tenant may be required to pay additional rent under the following circumstances. Landlord is to be responsible to pay the first \$6.56 per square foot, per year of the expenses to operate the Leased Premises. Should the components of the expenses to operate the Leased Premises exceed \$6.56 per square

foot, per year, the Tenant would be responsible to pay the overage, provided the overage does not exceed five percent (5%) annually of the Landlord's share, or,

| | |
|-----------------------|---------------|
| Months 0 4 : | \$0.00 |
| Months 5-16 : | \$0.00 |
| Months 17-28 : | \$0.33 |
| Months 29-40 : | \$0.35 |
| Months 41-52 : | \$0.37 |

Landlord shall provide verification of actual expenses on an annual basis to Tenant.

- C. Landlord and **Tenant** agree **that** all rents **and** additional expenses including, but not limited to, operating expenses and leasehold improvements covered under this Lease shall not exceed **\$552,957.23**.

4. Method of Payment

- A. The Landlord shall submit a monthly invoice (in arrears) on Landlord's letterhead, directly to the Tenant agency. The invoice must contain an invoice number, purchase order number (which will be provided to Landlord by the Auditor of State upon final execution), description of the **service(s)** for which the Tenant is being billed (rent, additional rent, utilities, leasehold improvements, etc.) remittance address, and the amount due. No invoice shall be paid for any month before the first day of the month following the month for which leased space was provided. Landlord must submit final claims for payment of rent within sixty (60) calendar **days** after the expiration date of this lease or the State of Indiana may elect to deny payment.
- B. If the term of this Lease does not begin on the ~~first~~ day of a calendar month, or if this Lease does not terminate or is not terminated on the last day of a calendar month, then the rent for any period less than a calendar month will be prorated based upon the number of days in the partial month for which the lease is effective.
- C. Late payments, if any, shall be determined and made in accordance with IC **5-17-5-1**.
- D. All payment obligations shall be made to the following **person/company/agent**, at the following address:

South ~~Park~~ Group LLC
P.O. Box **150764**
Nashville, TN **37215**

5. General ~~Uses~~ by Tenant

- A. Tenant agrees that the Leased Premises will be used and occupied for office and clerical work to be performed by employees of Tenant. Any other use by Tenant ~~must~~ be approved by Landlord prior to such use.
- B. Tenant shall not make any alterations, additions, repairs, or improvements to the Leased Premises unless agreed to by Landlord and under the **guidelines** outlined in 6C.
- C. Should Tenant require improvements during the term of this Lease, said improvements may be agreed to without amending this Lease and performed by Landlord with Tenant reimbursing Landlord **after** completion and approval of the improvements. Improvements under this clause shall not exceed \$25,000.00.

6. Services to be ~~Provided~~ by Landlord

- A. Landlord shall provide the following services for the Leased premises specified above during the term of this Lease, at no additional cost to the Tenant, unless otherwise specified in this Lease.

- 1. Routine janitorial services and supplies, **including** rest room supplies, replacement of light **bulbs**, and customary cleaning in and about the Leased Premises, as more specifically described in Exhibit E attached hereto;
- 2. Heat, ~~air~~ conditioning, and ventilation when required for comfortable occupancy of the Leased Premises to the following criteria:

Summer: Cool to 75 degrees.

Winter: Heat to 70 degrees.

Fresh ~~air~~ to be provided based upon 20 **cubic** feet per minute of outside air per person at a density of 1 person per 200 occupied square feet, except when the outside temperature is above 90 degrees or below 15 degrees in which **case** the quantity of **fresh** air will be reasonably adjusted to provide for comfortable occupancy;

- 3. **Gas**, where applicable, and electricity;
- 4. Water for drinking, lavatory, and rest room purposes, **including** a reasonable amount of hot water,
- 5. Sewage services;
- 6. Parking;
- 7. Snow and ice removal **from** the parking areas and walkways to and around the Leased Premises (Snow to be removed when it reaches 2 inches. Ice to be treated as needed);
- 8. Pest control when needed;
- 9. Trash removal (Scavenger Service);
- 10. Lawn maintenance, where applicable;

11. Installation and maintenance of building-standard **signage** identifying Tenant, to be installed in an area agreed to by Landlord and Tenant;
 12. Casualty and public liability insurance in a **minimum** amount of \$300,000.00, with the State of Indiana named as an additional insured. However, this insurance requirement shall not be construed as an election of remedies;
 13. Paint walls and shampoo carpets within the Leased Premises should the Tenant exercise its option to renew the lease under Section 4; and
 14. Accommodation and coordination for recycling of office paper, newspaper, corrugated cardboard, and beverage containers in keeping with the State's Greening the Government recycling requirements.
- B. Landlord agrees to maintain the Leased Premises in a condition of safety and habitability appropriate to the needs and uses of Tenant. **All** maintenance, upkeep, and repair of the Leased Premises and its systems shall be the responsibility of Landlord and shall be provided at Landlord's expense, except in the event damage is **caused** due to the negligence of Tenant. Upon notice from Tenant of any condition requiring repair or maintenance, Landlord shall promptly make the required repairs and perform the required maintenance. Should repair or maintenance be the result of Tenant **negligence**, Landlord will invoice Tenant upon completion of the work performed. Tenant will reimburse Landlord **as** promptly **as** possible.
- C. Landlord promises and agrees ~~that~~ should it fail to make repairs in a timely, proper, and satisfactory manner after notice is provided by Tenant, or **after** its own inspection reveals a need for repairs, Tenant may make such repairs and set off against the rent the cost of such repairs from the date of notice. The rent shall abate until the total costs of repairs incurred by Tenant shall be recovered.
- D. Tenant acknowledges and agrees that in order for Landlord to **fulfill** its obligation to maintain and repair the Leased Premises, Landlord shall have the right to enter the Leased Premises throughout the term of this Lease, at times **agreed** to by Tenant, for the purposes of inspection and making repairs. Landlord shall be entitled to bring upon the Leased Premises, at times **agreed** to by Tenant, workmen and materials necessary to provide maintenance and complete repairs. However, this right shall not relieve Landlord of the responsibility for the quality of the repair work to be performed or the effects of repairs, or from liability for the actions of its agents and employees in performing the repairs.
- E. If Tenant remains in compliance with this Lease, Tenant shall have the peaceful and quiet enjoyment of the Leased Premises except as provided in section D. above.
- F. Landlord acknowledges and agrees that the Leased Premises and all facilities shall conform to applicable provisions of the Indiana State Fire and Building Codes, and applicable Municipal Fire and Building Codes.

- G. Landlord further agrees to provide **access** and parking and meet any other requirements for persons with disabilities in conformance with local, state and federal statutes and regulations, including those current laws and regulations required by the Americans with Disabilities Act (ADA), 42 USC 101, 1990.

7. Loss of Use by Tenant

In the event the Leased Premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, provided such total or **partial** destruction is not caused by Tenant,

- A. The Leased Premises shall be repaired as speedily as possible, at Landlord's expense;
- B. Either party may elect to **terminate** this Lease by **notifying** the other party in writing **within** thirty (30) days of the casualty, and rent shall abate and be paid **only** to the date of the casualty;
- C. Landlord and Tenant can agree in writing to continue this Lease for the undamaged portion of the Leased Premises at a rent apportioned according to the usable office space available. If the **Leased** Premises **are** unusable during the restoration period, the rent shall abate during this period.

8. Installation of Fixtures

Tenant shall have the right to install, place and maintain all business **fixtures**, equipment and furniture necessary and required for use by Tenant, its agents, officials and employees, in the conduct of its business, and Tenant shall have the right to remove such business **fixtures**, equipment and **furniture** upon termination of this Lease, **providing** Tenant reasonably repairs damage caused by the removal.

9. Assignment and Subletting

Tenant shall not assign this **Lease**, sublet the Leased Premises, or any part thereof, or permit the use or occupancy of any part of the Leased Premises, by anyone other than Tenant, its officials, agents, or employees, without the prior consent of Landlord. The Landlord shall not unreasonably withhold its consent to allow assignment or subletting. However, the Indiana Department of Administration shall have the right to assign or sublet the Leased Premises to another Department or agency of State of **Indiana** without the prior written approval of Landlord.

10. Abandonment of Premises

Tenant understands and agrees that if it abandons the Leased Premises during the term of this tenancy, Tenant shall not be relieved of its duties and obligations under this Lease. Exercise of Tenant's rights under Section 15 (Conflict of Interest), or Section 20

(Cancellation), shall not **constitute** abandonment. Landlord, however, promises that if Tenant fails to exercise its right to **perform** under this Lease, Landlord shall in good faith use its best efforts to **re-let** the Leased Premises and set off against rents due **from** Tenant any rent collected from others for their use of the Leased Premises. Nothing in this clause shall prevent Landlord or Tenant from **negotiating** a **termination** of this Lease.

11. Surrender and Holding Over

- A. Upon expiration or termination of this Lease, Tenant shall remove all of its goods, fixtures and other movable **personal** property **and** surrender the Leased Premises to Landlord in the same condition as the **Leased** Premises were **at** the beginning of this Lease, ordinary **wear** and tear, and damage by the elements, excepted.
- B. In the event Tenant remains in possession of the Leased Premises after this Lease **has** expired or been terminated, the resulting tenancy shall be construed as a tenancy from **month-to-month** and monthly rental shall remain the same as the rent being paid at the **time** the holdover **occurs**.

12. Nondiscrimination

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its **Sub-Landlords**, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter **directly** or indirectly related to employment, because of race, age, color, religion, sex, disability, national origin, or ancestry. Breach of this covenant may be regarded as a material breach of this Lease. Acceptance of this Lease also **signifies** compliance with applicable federal laws, regulations and Executive orders prohibiting **discrimination** in the provision of services based on race, color, national **origin**, age, sex, disability, or **status** as a veteran.

13. Memorandum of Lease

Upon request by Tenant, a Memorandum of Lease in recordable **form** shall be executed by both parties and recorded in conformance with the laws of the State of Indiana. (To be recorded in the County of the Leased Property)

14. Conflict of Interest

- A. As **used** in this paragraph:

"Immediate family" means the spouse and the **unemancipated** children of an individual.

"Interested party," **means:**

1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Landlord, if Landlord is not an individual; or

3. Any ~~member~~ of the immediate family of an individual specified under subdivision 1 or 2.

"Department" **means** the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department ~~may~~ cancel this Lease without recourse by Landlord if any interested party is an employee of the State of **Indiana**.
- C. The **Department** will not exercise its right of cancellation under subparagraph B **above** if Landlord gives the Department an opinion by the Commission indicating that the existence of this **Lease** and the **employment** by the State of Indiana of the interested party does not violate any **statute** or **code** relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.
- D. Landlord has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this subparagraph extends only to those facts that Landlord knows or reasonably could know.

15. Indemnification

Landlord agrees to **indemnify**, defend and hold harmless Tenant and its agents, officials, and employees **from all** claims and suits including court costs, attorney's fees, and other expenses caused by an act or omission of Landlord **and/or** its Sub-Landlords. Landlord may look to IC 34-13-2 of the Tort Claims Act and IC 34-30-9-2 for allowable protection in this area.

16. Indiana Law

This Lease shall be interpreted in accordance with and be governed by the laws of the State of Indiana and **suit**, if any, **must** be brought in the State of **Indiana**.

17. Default by Landlord

- A. **Landlord** shall be in default for failure to perform any of its obligations under this Lease **thirty** (30) days after Tenant has notified Landlord in writing of the specific obligations not being **performed**. Default by Landlord shall entitle Tenant to withhold rent until the default is cured or to terminate this Lease should Landlord fail to cure the default within ninety (90) days after Tenant has provided **written** notice of the default to Landlord.
- B. Repeated and unexcused failure by Landlord to comply with one or more requirements of this Lease shall constitute a default even if one or **all** such failures shall have been timely cured pursuant to this clause.

C. Should Tenant be **compelled** to terminate this Lease due to default by Landlord, Tenant shall be entitled to the following damages:

1. All administrative and other costs borne by Tenant in procuring a replacement lease or leases.
2. Such other, additional relief as may be provided for in this Lease, at law or in **equity**.
3. Damages to which the Tenant may be entitled under this clause **shall** be due and payable thirty (30) days following the date Landlord receives notice **from** Tenant specifying such damages.

18. Default by Tenant

Tenant shall be in default for failure to perform any of its obligations under this **Lease** thirty (30) days **after** Landlord **has** notified Tenant in writing of **specific** obligations not being performed. Default by Tenant shall entitle Landlord **any** remedy **afforded** it by Indiana Law.

19. Cancellation

If the Director of the State Budget Agency makes a written determination that **funds** are **not** appropriated or otherwise available to support continuation of this Lease, this **Lease** shall be **canceled**. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of **performance** shall be final and conclusive.

20. Force Majeure

In the event that either **party** is unable to **perform any** of its obligations under this Lease, **or to enjoy any of its benefits, because of** natural disaster or decrees of governmental bodies not the fault of the affected **party** (hereinafter referred to as a "Force **Majeure** Event"), the party who **has** been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Lease shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days **from** the receipt of notice of the Force **Majeure** Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Lease.

21. Penalties - Interests - Attorney's Fees

Tenant will in good **faith** perform its required obligations hereunder and does not **agree** to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-5, and IC 34-13-1-6.

22. Disputes

- A. Should any disputes arise with respect to this Lease, Landlord and Tenant agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.
- B. Landlord **agrees** that the existence of a dispute notwithstanding, it will continue without delay to carry **out** all its responsibilities under this Lease that **are** not affected by the dispute. Should the Landlord fail to continue to perform its responsibilities with regard to all non-disputed work without delay, any additional costs incurred by Tenant or Landlord as a result of such failure to proceed shall be borne by Landlord and Landlord shall make no claim against the Tenant for such costs. If Tenant and Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute then the following **procedure** shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise **furnish** a copy thereof to the Landlord and Tenant within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive **unless** either party mails or otherwise **furnishes** to the Commissioner, within ten (10) working days after receipt of the **Commissioner's** decision, a written appeal. Within ten (10) working days of receipt by the **Commissioner** of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) **working** days, the parties may mutually **agree** to submit the dispute to arbitration for a determination, or otherwise the dispute shall be submitted to an Indiana court of competent jurisdiction.

23. Modification of Lease

This Lease may be **modified** at any time upon written agreement signed by Landlord and all necessary signatories of the State of Indiana.

24. Miscellaneous Provisions

- A. No waiver of any condition or covenant of this **Lease** or failure to exercise a remedy by either Landlord or Tenant shall be considered to **imply** or constitute a **further** waiver by such party of the same or any other condition, covenant, or remedy.
- B. Landlord and Tenant **agree** that this Lease and all acts done in compliance with this Lease shall not be deemed to create any **relationship** between the parties other than the relationship of Landlord and Tenant.

C. This Lease, upon complete execution, contains the entire agreement of the parties and no prior written or oral agreement, express or implied, shall **be** admissible to contradict the provisions of this Lease.

25. Liens

Tenant agrees that it shall not cause any liens to be filed as a result of any work done on its behalf; however, should such a lien **be** filed, Tenant agrees to discharge such lien within ~~thirty~~ five (35) days of receipt of notice of the lien.

26. Substantial Completion

Any leasehold improvements shall **be** deemed to be substantially completed only when completion allows for occupancy and full use of premises. **Minor** punch ~~list~~ items would not be considered a reason for non-occupancy.

27. Hazardous Materials

Landlord, to the **best** of its knowledge, guarantees that the Leased Premises are in environmentally sound condition at the time of the execution of this Lease. Both Landlord and Tenant **agree** that they shall not cause, allow, or permit any Hazardous Material to be brought upon, generated, manufactured, stored, handled, disposed of, or used at, on, **about**, or beneath the Leased **Premises** or **any** portion of the Leased Premises.

28. Drug-Free Workplace Certification

The Landlord hereby covenants and agrees to make a good faith effort to provide and maintain a **drug-free** workplace. Landlord will give written notice to the Tenant and the Department of **Administration** within ten (10) days after receiving actual notice that Landlord or an employee of the Landlord **has been** convicted of a criminal drug violation occurring in the Landlord's workplace.

False certification or violation of the **certification** may result in sanctions including, but not limited to, suspension of lease payments, termination of this Lease, **and/or** debarment of leasing opportunities with the State for up to ~~three~~ (3) years.

In addition to the provisions of the above paragraphs, if the total lease amount set forth in this Lease is in excess of \$25,000.00, **Landlord** hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this **certification** in all leases with and grants **from** the **State** of Indiana in excess of **\$25,000.00**. No award of a lease shall be made, and no lease, purchase order, or agreement, the total amount of which exceeds

\$25,000.00, shall be valid, unless and until this certification has been fully executed by the Landlord and made a part of this Lease or agreement as part of the lease documents.

The Landlord certifies and **agrees** that it will provide a **drug-free** workplace by:

- A. Publishing and providing to all of its employees a statement notifying its employees that the **unlawful** manufacture, distribution, dispensing, possession, or **use** of a controlled substance is prohibited in the Landlord's workplace and **specifying** the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in **the** workplace; (2) **the Landlord's** policy of maintaining a **drug-free** workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. **Notifying** all employees in the statement required by subparagraph A above that as a condition of **continued** employment the **employee** will (1) abide by the **terms** of the statement; and (2) **notify the Landlord of any criminal drug statute conviction** for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying in writing the Tenant and the Department of Administration within ten (10) days after receiving notice **from** an employee **under** subdivision C (2) above, or otherwise receiving actual notice of such conviction;
- E. **W i t .** thirty (30) days after receiving **notice** under **subdivision C** (2) above of a conviction, imposing the following **sanctions** or **remedial measures** on any employee who **is** convicted of drug **abuse** violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including **termination**; or (2) require such employee to satisfactorily participate in a drug abuse assistance **or** rehabilitation program approved for such purposes by a federal, **state**, or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of **sub-paragraphs A through E above.**

29. Notice

All notices required to be given under this Lease will be made in writing and will be sent by registered, certified, or overnight mail to the parties, as follows:

Landlord: South **Park** Group LLC
P.O.Box 150764
Nashville, TN 37215

Tenant: Office of the Attorney General
Attn: Larry Hopkins
State House, Room 219
Indianapolis, IN 46204

Copy to: Commissioner, Department of Administration
Indiana **Government** Center South
402 W. Washington St., Rm. W479
Indianapolis, IN 46204

30. Debarment and Suspension

Landlord certifies, by entering into this Lease, that neither it nor its principals are presently debarred, suspended, ~~proposed~~ for debarment, declared ineligible, or voluntarily excluded **from** entering into this agreement by any federal or state department or agency. The term "principal" for purposes of this agreement is defined as an officer, director, owner, partner, key employee, or other person with **primary** management or **supervisory** responsibilities, or a person who has a critical influence on or substantive control over the operations of Landlord.

31. Ethics

The Landlord and its agents shall abide by all ethical requirements ~~that~~ apply to **persons** who have a business relationship with the State, as set forth in Indiana Code § 4-2-6 ~~et seq.~~, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Landlord is not familiar with these ethical requirements, the Landlord should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. If the Landlord or its agents violate any applicable ethical **standards**, the State ~~may~~, in its sole discretion, terminate this Lease immediately upon notice to the Landlord. In addition, the Landlord may be subject to penalties under Indiana Code § 4-2-6-12."

32. Non-Collusion and Acceptance

The undersigned attests under penalties of perjury that **he/she** is the Landlord or that **he/she** is the representative, agent, member, or officer of the Landlord, that **he/she** has not, nor has any other member, employee, representative, agent, or officer of the Landlord, directly or indirectly, to the best of **his/her** knowledge, entered into or offered to enter into any combination, collusion, or agreement to receive or pay, and that **he/she** has not received or paid any sum of money or other consideration for the execution of this Lease other than that which appears upon the face of this Lease.

IN WITNESS to their agreement, the **persons** signing this lease execute it for the Landlord and Tenant:

For Landlord:

South Park Group LLC

Braun Long
Date: 6/9/05

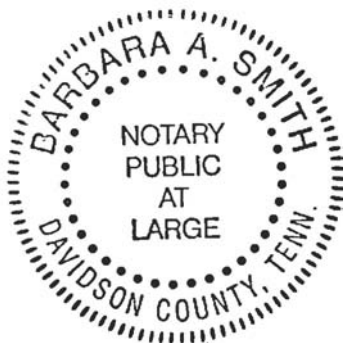
The above named **person(s)** for the Landlord personally appeared before me, a Notary Public and acknowledged the execution of this lease this 9th day of June 2005.

Barbara A. Smith
Notary Public

Barbara A. Smith
Printed Name

My Commission Expires: 9/24/05

County of Residence: Sumner



My Commission Expires SEPT. 24, 2005

For Tenant:

Office of the Attorney General

Stephen Carter (for)
Stephen Carter

Date: 6-10-05

Department of Administration

By: Beatrice L. Sato (for)
Earl Goode, Commissioner

Date: 6-13-05

State Budget Agency

By: Alice E. Niegand (for)
Charles Schalliol, Director

Date: 6/13/2005

Approved for form and legality:

By: Deanna B. Bunn (for)
Stephen Carter, Attorney General

Date: 6/14/05

EXHIBIT A

TRACT 1

PARCEL I: (Fee)

LOT NUMBERED 1 IN BLOCK "E" OF SOUTH PARK BUSINESS CENTER, AN ADDITION IN JOHNSON COUNTY, INDIANA THE SECONDARY PLAT OF WHICH WAS RECORDED IN PLAT BOOK "C", PAGES 454A THROUGH 454J, AND AS CORRECTED BY CORRECTION CERTIFICATE RECORDED JANUARY 14, 1992 IN MISCELLANEOUS RECORD 64, PAGE 225 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT NUMBERED 1; THENCE SOUTH 71 DEGREES 20 MINUTES 10 SECONDS EAST (BASIS OF BEARINGS FROM RECORD PUT) 393.68 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 46 SECONDS EAST 307.26 FEET; THENCE NORTH 45 DEGREES 04 MINUTES 57 SECONDS WEST 173.74 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS WEST 70.20 FEET; THENCE NORTH 51 DEGREES 33 MINUTES 04 SECONDS WEST 72.80 FEET; THENCE NORTH 73 DEGREES 17 MINUTES 43 SECONDS WEST 165.08 FEET TO THE EAST RIGHT OF WAY LINE OF SOUTH PARK BOULEVARD (THE NEXT FOUR COURSES ARE ALONG SAID EAST RIGHT OF WAY LINE); 1) THENCE SOUTH 29 DEGREES 55 MINUTES 03 SECONDS WEST 148.88 FEET TO A CURVE HAVING A RADIUS OF 223.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 60 DEGREES 04 MINUTES 57 SECONDS EAST; 2) THENCE SOUTHERLY ALONG SAID CURVE 116.76 FEET TO A POINT WHICH BEARS SOUTH 89 DEGREES 55 MINUTES 03 SECONDS WEST FROM SAID RADIUS POINT; 3) THENCE SOUTH 00 DEGREES 04 MINUTES 57 SECONDS EAST 246.10 FEET TO A CURVE HAVING A RADIUS OF 287.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 89 DEGREES 55 MINUTES 03 SECONDS WEST; 4) THENCE SOUTHERLY ALONG SAID CURVE 35.95 FEET TO THE POINT OF BEGINNING, CONTAINING 5.524 ACRES, MORE OR LESS.

PARCEL II: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE BASEMENT ON, OVER AND THROUGH ALL PAVED ACCESS DRIVES AS MAY BE LOCATED FROM TIME TO TIME UPON THE DUKE 68 TRACT AND THE DUKE 69 TRACT AS DESCRIBED IN EXHIBITS "A" AND "B" RESPECTIVELY, OF THE DECLARATION OF ACCESS EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256, PAGE 689, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 1 (continued)

PARCEL III: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR
 DIGRESS AND EGRESS AND FOR THE USE, CONSTRUCTION, INSTALLATIONS,
 OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ROADWAYS AND
 SANITARY SEWER, UTILITY AND DRAINAGE LINES, MAINS, MANHOLES AND
 RELATED FACILITIES, INCLUDING, WITHOUT LIMITATION, RELAY, SWITCHING
 OR TRANSFER UTILITIES, STORM WATER RETENTION PONDS, DRAINAGE PIPES,
 OUTLET CONTROL STRUCTURES, SWALES AND OTHER DRAINAGE FACILITIES, IN,
 UNDER, OVER, ON, THROUGH AND ACROSS THE REAL ESTATE LABELED AS
 "COMMON AREA" FOR SOUTH PARK BOULEVARD, A PRIVATE DRIVE, AND
 SANITARY EASEMENTS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS, OR
 ANY COMBINATION THEREOF, AS SHOWN IN THE PLAT OF SOUTH PARK
 BUSINESS CENTER, RECORDED MAY 24, 1990 IN PLAT BOOK C, PAGES 454A
 1 THROUGH 454J, BOTH INCLUSIVE, AND AS MORE FULLY SET OUT IN THE
 COMMON FACILITIES EASEMENT DATED MARCH 28, 1990 AND RECORDED
 MARCH 31 1990 IN DEED RECORD 256, PAGE 688 IN THE OFFICE OF THE
 RECORDER OF JOHNSON, COUNTY, INDIANA,

TRACT 2**PARCEL I: (Fee)**

LOT NUMBERED 2 IN BLOCK "D" OF SOUTH PARK BUSINESS CENTER, AN ADDITION IN JOHNSON COUNTY, INDIANA, THE SECONDARY PLAT OF WHICH WAS RECORDED IN PLAT BOOK "C", PAGES 454A THROUGH 454J, AND AS CORRECTED BY CORRECTION CERTIFICATE RECORDED JANUARY 14, 1992 IN MISCELLANEOUS RECORD 64, PAGE 225, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT NUMBERED 2; THENCE SOUTH 89 DEGREES 55 MINUTES 03 SECONDS WEST (BASIS OF BEARINGS FROM RECORD EAT) 270.39 FEET; THENCE NORTH 00 DEGREES 04 MINUTES 57 SECONDS WEST 648.25 FEET; THENCE NORTH 59 DEGREES 55 MINUTES 03 SECONDS EAST 192.25 FEET; THENCE NORTH 75 DEGREES 57 MINUTES 53 SECONDS EAST 352.99 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SOUTH PARK BOULEVARD WHICH LIES ON A CURVE HAVING A RADIUS OF 473.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 73 DEGREES 50 MINUTES 39 SECONDS WEST (THE NEXT FOUR COURSES ARE ALONG SAID WEST RIGHT OF WAY LINE); 1) THENCE SOUTHERLY ALONG SAID CURVE 380.35 FEET TO A POINT WHICH BEARS SOUTH 60 DEGREES 04 MINUTES 57 SECONDS EAST FROM SAID RADIUS POINT; 2) THENCE SOUTH 29 DEGREES 55 MINUTES 03 SECONDS WEST 313.37 FEET TO A CURVE HAVING A RADIUS OF 277.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 60 DEGREES 04 MINUTES 57 SECONDS EAST; 3) THENCE SOUTHERLY ALONG SAID CURVE 145.04 FEET TO A POINT WHICH BEARS SOUTH 19 DEGREES 55 MINUTES 03 SECONDS WEST FROM SAID RADIUS POINT; 4) THENCE SOUTH 00 DEGREES 04 MINUTES 57 SECONDS EAST 52.14 FEET TO THE POINT OF BEGINNING, CONTAINING 7.102 ACRES, MORE OR LESS.

PARCEL II: (Easement)

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH THE REAL ESTATE LABELED AS "COMMON AREA" AS SHOWN IN THE PLAT OF LOT #2 OF BLOCK "E", IN SOUTH PARK BUSINESS CENTER, AS PER PLAT THEREOF RECORDED AUGUST 22, 2000 IN PLAT BOOK C, PAGES 454M AND 454N, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 2 (continued)

PARCEL III: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER AND THROUGH ALL PAVED ACCESS DRIVES AS MAY BE LOCATED FROM TIME TO TIME UPON THE DUKE 68 TRACT AND THE DUKE 69 TRACT AS DESCRIBED IN EXHIBITS "A" AND "B" RESPECTIVELY, OF THE DECLARATION OF ACCESS EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 34 1990 IN DEED RECORD 256, PAGE 689, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL IV: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS AND EGRESS AND FOR THE USE, CONSTRUCTION, INSTALLATIONS, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ROADWAYS AND SANITARY SEWER, UTILITY AND DRAINAGE LINES, MAINS, MANHOLES AND RELATED FACILITIES, INCLUDING, WITHOUT LIMITATION, RELAY, SWITCHING OR TRANSFER UTILITIES, STORM WATER RETENTION PONDS, DRAINAGE PIPES, OUTLET CONTROL STRUCTURES, SWALES AND OTHER DRAINAGE FACILITIES, IN, UNDER, OVER, ON, THROUGH AND ACROSS THE REAL ESTATE LABELED AS "COMMON AREA" FOR SOUTH PARK BOULEVARD, A PRIVATE DRIVE, AND SANITARY EASEMENTS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS, OR ANY COMBINATION THEREOF, AS SHOWN IN THE PLAT OF SOUTH PARK BUSINESS CENTER, RECORDED MAY 24, 1990 IN PLAT BOOK C, PAGES 454A THROUGH 454J, BOTH INCLUSIVE, AND AS MORE FULLY SET OUT IN THE COMMON FACILITIES EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256, PAGE 688 IN THE OFFICE OF THE RECORDER OF JOHNSON, COUNTY, INDIANA,

PARCEL V: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS, EGRESS, SANITARY SEWER, UTILITY AND DRAINAGE LINES AND FACILITIES, AND INCIDENTAL PURPOSES, IN, UNDER, AND ACROSS THE REAL ESTATE DESCRIBED IN EXHIBIT 'A' OF THE COMMON FACILITIES EASEMENT DATED DECEMBER 5, 1990 AND RECORDED DECEMBER 7, 1990 IN DEED RECORD 259, PAGE 777 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 2 (continued)

PARCEL VI: (Easement)

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS, BOTH VEHICULAR AND PEDESTRIAN AS SET FORTH AND DESCRIBED IN DECLARATION OF ROADWAY EASEMENT DATED OCTOBER 10, 1990 AND RECORDED OCTOBER 22, 2 190 IN DEED RECORD 259, PAGE 291, AS AMENDED BY AMENDMENT AND RESTATEMENT OF DECLARATION OF ROADWAY EASEMENT DATED AS OF MARCH 11, 1992 AND RECORDED MARCH 19, 1992 IN DEED RECORD 265, PAGE 378 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL VII: (Easement)

SUBJECT TO AND TOGETHER WITH A PERPETUAL COMMON NON-EXCLUSIVE EASEMENT FOR PEDESTRIAN AND VEHICULAR TRAFFIC, SEWER LINES, WATER LINES, FIRE PROTECTION LINES, OTHER UTILITIES, AND INCIDENTAL PURPOSES AS SET FORTH IN RECIPROCAL ACCESS AND UTILITY EASEMENT DATED AUGUST 27, 1991 AND RECORDED SEPTEMBER 10, 1991 IN DEED RECORD 263 PAGE 148, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 3**PARCEL 1: (Fa)**

LOT NUMBERED 2 OF BLOCK "E", IN SOUTH PARK BUSINESS CENTER, AN ADDITION JOHNSON COUNTY, INDIANA, THE SECONDARY PLAT OF WHICH WAS RECORDED ON AUGUST 22, 1990 IN PLAT BOOK C, PAGES 454M AND 454N, AND AS CORRECTED BY CORRECTION CERTIFICATE RECORDED JANUARY 14, 1992, IN MISCELLANEOUS RECORD 64, PAGE 225, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

PART OF BLOCK "E" IN SOUTH PARK BUSINESS CENTER AS RECORDED IN PLAT BOOK "C", PAGE 454 IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1 IN SAID BLOCK "E"; THENCE ALONG THE SOUTH AND EAST LINE THEREOF, SOUTH 71 DEGREES 20 MINUTES 10 SECONDS EAST 393.68 FEET; THENCE NORTH 43 DEGREES 48 MINUTES 46 SECONDS EAST 307.26 FEET TO THE POINT OF BEGINNING; THENCE CONTINUE NORTH 43 DEGREES 48 MINUTES 46 SECONDS EAST 104.31 FEET; THENCE SOUTH 8 DEGREES 51 MINUTES 02 SECONDS EAST 150.00 FEET TO THE WEST LINE OF INTERSTATE #65 APPROACH RAMP TO GREENWOOD ROAD; THENCE ALONG SAID RIGHT OF WAY NORTH 11 DEGREES 08 MINUTES 58 SECONDS EAST 266.65 FEET; THENCE NORTH 62 DEGREES 53 MINUTES 24 SECONDS WEST 184.36 FEET; THENCE NORTH 41 DEGREES 27 MINUTES 08 SECONDS WEST 88.63 FEET; THENCE NORTH 61 DEGREES 20 MINUTES 57 SECONDS WEST 96.18 FEET; THENCE SOUTH 26 DEGREES 13 MINUTES 01 SECONDS WEST 179.58 FEET; THENCE SOUTH 04 DEGREES 36 MINUTES 16 SECONDS WEST 153.46 FEET; THENCE SOUTH 44 DEGREES 55 MINUTES 03 SECONDS WEST 44.17 FEET TO THE NORTHERLY LINE OF LOT 1; THENCE SOUTH 45 DEGREES 04 MINUTES 57 SECONDS EAST 225.96 FEET TO THE POINT OF BEGINNING, CONTAIN 3.02 ACRES, MORE OR LESS.

PARCEL 2: (Easement)

A NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH THE REAL ESTATE LABELED AS "COMMON AREA" AS SHOWN IN THE PLAT OF LOT #2 OF BLOCK "E", IN SOUTH PARK BUSINESS CENTER, AS PER PLAT THEREOF RECORDED AUGUST 22, 1990 IN PLAT BOOK C, PAGES 454M AND 454N, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 3 (continued)

PARCEL 3: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER AND THROUGH ALL PAVED ACCESS DRIVES AS MAY BE LOCATED FROM TIME TO TIME UPON THE DUKE 68 TRACT AND THE DUKE 69 TRACT AS DESCRIBED IN EXHIBITS "A" AND "B", RESPECTIVELY, OF THE DECLARATION OF ACCESS EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256, PAGE 689, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL 4: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS AND EGRESS AND FOR THE USE, CONSTRUCTION, INSTALLATIONS, OPERATIONS, MAINTENANCE, REPAIR AND REPLACEMENT OF ROADWAYS AND SANITARY SEWER, UTILITY AND DRAINAGE LINES, MAINS, MANHOLES AND RELATED FACILITIES, INCLUDING, WITHOUT LIMITATION, RELAY, SWITCHING OR TRANSFER UTILITIES, STORM WATER, RETENTION PONDS, DRAINAGE PIPES, OUTLET CONTROL STRUCTURES, SWALES AND OTHER DRAINAGE FACILITIES, IN, UNDER, OVER, ON, THROUGH AND ACROSS THE REAL ESTATE LABELED AS "COMMON AREA" FOR SOUTH PARK BOULEVARD, A PRIVATE DRIVE, AND SANITARY EASEMENTS, UTILITY EASEMENTS AND DRAINAGE EASEMENTS OR ANY COMBINATION THEREOF, AS SHOWN IN THE PLAT OF SOUTH PARK BUSINESS CENTER, RECORDED MAY 24, 1990 IN PLAT BOOK C, PAGE 3454A THROUGH 454J, BOTH INCLUSIVE, AND AS MORE FULLY SET OUT IN THE COMMON FACILITIES EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256 PAGE 688, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL 5: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS-EGRESS, SANITARY SEWER, UTILITY AND DRAINAGE LINES AND FACILITIES, AND INCIDENTAL PURPOSES, IN, UNDER AND ACROSS THE REAL ESTATE DESCRIBED IN EXHIBIT "A" OF THE COMMON FACILITIES BASEMENT DATED DECEMBER 5, 1990 AND W O R D E D DECEMBER 7, 1990 IN DEED RECORD 259, PAGE 777, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

TRACT 4

PARCEL 1:

PART OF BLOCK "E" OF SOUTHPARK BUSINESS CENTER, AN ADDITION IN JOHNSON COUNTY, INDIANA THE SECONDARY PLAT OF WHICH WAS RECORDED IN PLAT BOOK "C", PAGES 454A THROUGH 454J, AND AS CORRECTED BY CORRECTION CERTIFICATE RECORDED JANUARY 14, 1992 IN MISCELLANEOUS RECORD 64, PAGE 225, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA, SAID PART BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE EAST LINE OF SAID BLOCK E, WHICH POINT IS THE NORTHEAST CORNER OF LOT TWO OF BLOCK E IN SOUTH PARK BUSINESS CENTER, THE SECONDARY PLAT OF WHICH WAS RECORDED ON AUGUST 22, 1990 IN PLAT BOOK C, PAGES 454M AND 454N, IN THE SAID RECORDER'S OFFICE; THENCE NORTH 14 DEGREES 33 MINUTES 55 SECONDS EAST 478.48 FEET; THENCE NORTH 02 DEGREES 21 MINUTES 09 SECONDS EAST 122.17 FEET; THENCE NORTH 87 DEGREES 38 MINUTES 51 SECONDS WEST 189.82 FEET; THENCE NORTH 66 DEGREES 10 MINUTES 10 SECONDS WEST 72.66 FEET; THENCE NORTH 89 DEGREES 28 MINUTES 00 SECONDS WEST 141.20 FEET; THENCE SOUTH 80 DEGREES 32 MINUTES 56 SECONDS WEST 51.44 FEET; THENCE SOUTH 39 DEGREES 47 MINUTES 00 SECONDS WEST 73.97 FEET; THENCE SOUTH 15 DEGREES 32 MINUTES 41 SECONDS WEST 158.23 FEET TO A POINT ON THE NORTH LINE OF THE COMMON AREA ACCESS DRIVE AS SHOWN ON THE SECONDARY PLAT OF LOT TWO OF BLOCK E IN SOUTH PARK BUSINESS CENTER, RECORDED AUGUST 22, 1990 IN BOOK C, PAGES 454M AND 454N, IN THE SAID RECORDER'S OFFICE; SAID NORTH LINE BEING A NON-TANGENT CURVE HAVING A RADIUS OF 515.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 27 DEGREES 11 MINUTES 22 SECONDS WEST (THE FOLLOWING TWO COURSES ARE ALONG SAID NORTH LINE); 1) THENCE NORTHWESTERLY ALONG SAID CURVE 159.19 FEET TO A POINT WHICH BEARS NORTH 09 DEGREES 28 MINUTES 46 SECONDS EAST FROM SAID RADIUS POINT; 2) THENCE NORTH 80 DEGREES 31 MINUTES 14 SECONDS WEST 70.12 FEET TO A POINT ON THE WESTERLY LINE OF SAID BLOCK E, SAID WESTERLY LINE BEING A NON-TANGENT CURVE HAVING A RADIUS OF 527.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 85 DEGREES 00 MINUTES 13 SECONDS WEST; THENCE SOUTHERLY ALONG SAID WESTERLY LINE AND CURVE 30.04 FEET TO THE SOUTHWESTERLY CORNER OF SAID COMMON AREA ACCESS DRIVE WHICH CORNER BEARS SOUTH 81 DEGREES 44 MINUTES 15 SECONDS EAST FROM THE SAID RADIUS POINT (THE FOLLOWING SIX COURSES ARE ALONG THE SOUTHERLY LINES OF SAID COMMON AREA ACCESS DRIVE); 1) THENCE SOUTH 80 DEGREES 31 MINUTES 14 SECONDS EAST 68.62 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 485.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 09 DEGREES 28 MINUTES 46 SECONDS WEST; 2) THENCE SOUTHEASTERLY ALONG SAID CURVE 178.85 FEET TO A POINT WHICH BEARS NORTH 30 DEGREES 36 MINUTES 30 SECONDS EAST FROM THE SAID RADIUS POINT, 3) THENCE SOUTH 59

DEGREES 23 MINUTES 30 SECONDS EAST 55.41 FEET TO A CURVE TO THE RIGHT HAVING A RADIUS OF 78.00 FEET, THE RADIUS POINT OF WHICH BEARS SOUTH 30 DEGREES 36 MINUTES 30 SECONDS WEST; 4) THENCE SOUTHEASTERLY ALONG S 410 CURVE 65.63 FEET TO A POINT OF REVERSE CURVATURE TO THE LEFT HAVING A RADIUS OF 106.00 FEET, THE RADIUS POINT OF WHICH BEARS NORTH 71 DEGREES 48 MINUTES 54 SECONDS EAST; 5) THENCE SOUTHEASTERLY ALONG SAID CURVE 54.03 FEET TO A POINT WHICH BEARS SOUTH 49 DEGREES 36 MINUTES 36 SECONDS WEST FROM THE SAID RADIUS POINT; 6) THENCE SOUTH 40 DEGREES 23 MINUTES 24 SECONDS EAST 75.63 FEET TO A POINT ON THE NORTHERLY LINE OF SAID LOT TWO OF BLOCK E (THE FOLLOWING THREE COURSES ARE ALONG THE NORTHERLY LINES OF SAID LOT TWO OF BLOCK E); 1) THENCE SOUTH 61 DEGREES 20 MINUTES 57 SECONDS EAST 11.06 FEET; 2) THENCE SOUTH 41 DEGREES 27 MINUTES 08 SECONDS EAST 88.63 FEET; 3) THENCE SOUTH 62 DEGREES 53 MINUTES 24 SECONDS EAST 184.36 FEET TO THE POINT OF BEGINNING.

TRACT 4 (continued)

PARCEL 2: (Easement)

A. NON-EXCLUSIVE EASEMENT FOR INGRESS AND EGRESS OVER AND THROUGH THE REAL ESTATE LABELED AS "COMMON AREA" AS SHOWN IN THE PLAT OF LOT #2 OF BLOCK "E", IN SOUTH PARK BUSINESS CENTER, AS PER PLAT THEREOF RECORDED AUGUST 22, 1990 IN PLAT BOOK C, PAGES 454M AND 454N, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL 3: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE EASEMENT ON, OVER AND THROUGH ALL PAVED ACCESS DRIVES AS MAY BE LOCATED FROM TIME TO TIME UPON THE DUKE 68 TRACT AND THE DUKE 69 TRACT AS DESCRIBED IN EXHIBITS "A" AND "B", RESPECTIVELY, OF THE DECLARATION OF ACCESS EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256, PAGE 689, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

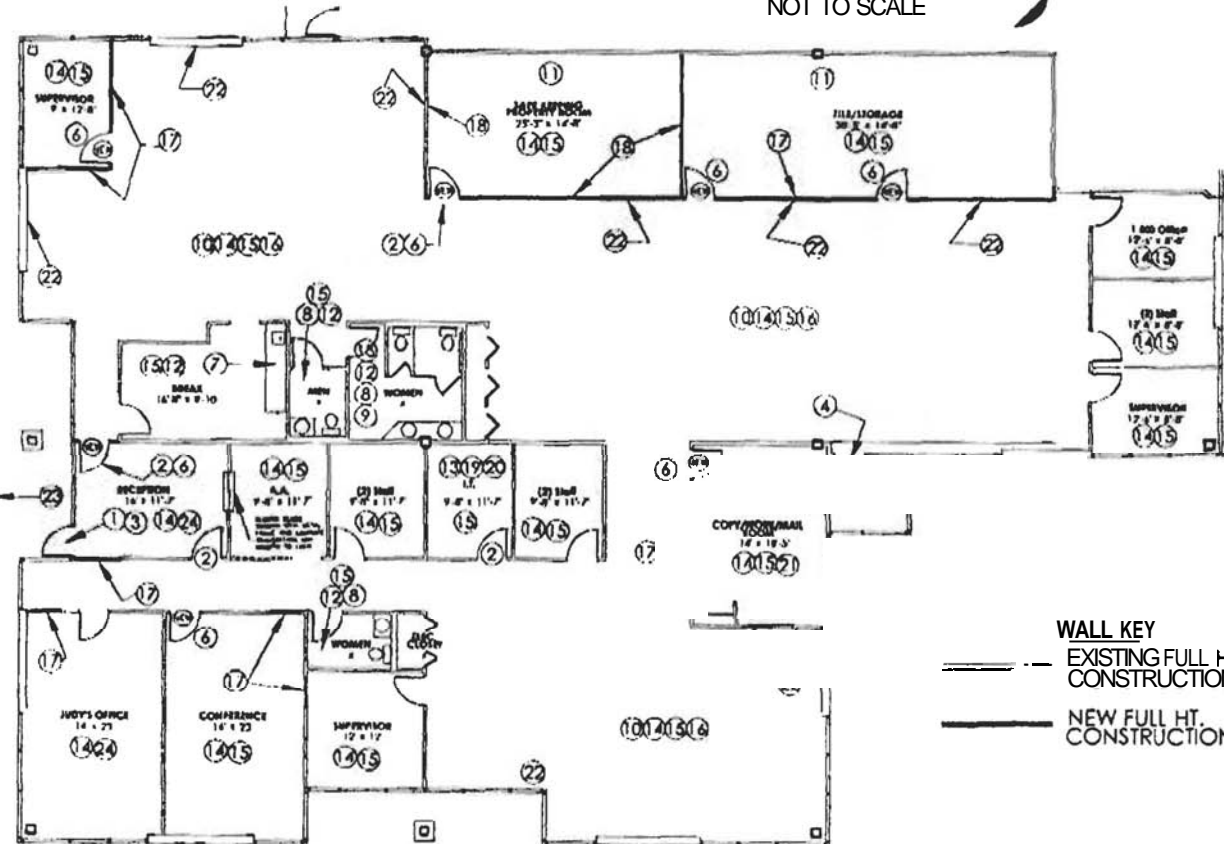
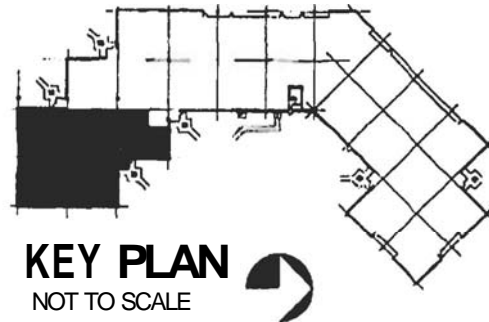
TRACT 4 (continued)**PARCEL 4: (Easement)**

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS AND EGRESS AND FOR THE USE, CONSTRUCTION, INSTALLATIONS, OPERATION, MAINTENANCE, REPAIR AND REPLACEMENT OF ROADWAYS AND SANITARY SEWER, UTILITY AND DRAINAGE LINES, MAINS, MANHOLES AND RELATED FACILITIES, INCLUDING, WITHOUT LIMITATION, RELAY, SWITCHING OR TRANSFER UTILITIES, STORM WATER RETENTION PONDS, DRAINAGE PIPES, OUTLET CONTROL STRUCTURES, SWALES AND OTHER DRAINAGE FACILITIES, IN, UNDER, OVER, ON THROUGH AND ACROSS THE REAL ESTATE LABELED AS "COMMON AREA" FOR SOUTH PARK BOULEVARD, A PRIVATE DRIVE, AND SANITARY BASEMENTS, UTILITY BASEMENTS AND DRAINAGE EASEMENTS, OR ANY COMBINATION THEREOF, AS SHOWN IN THE PLAT OF SOUTH PARK BUSINESS CENTER, RECORDED MAY 24, 1990 IN PLAT BOOK C, PAGES 454A THROUGH 454I, BOTH INCLUSIVE, AND AS MORE FULLY SET OUT IN THE COMMON FACILITIES EASEMENT DATED MARCH 28, 1990 AND RECORDED MARCH 30, 1990 IN DEED RECORD 256, PAGE 688, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

PARCEL 5: (Easement)

TOGETHER WITH A PERPETUAL, NON-EXCLUSIVE RIGHT AND EASEMENT FOR INGRESS, EGRESS, SANITARY SEWER, UTILITY AND DRAINAGE LINES AND FACILITIES, AND INCIDENTAL PURPOSES, IN, UNDER, AND ACROSS THE REAL ESTATE DESCRIBED IN EXHIBIT "A" OF THE COMMON FACILITIES BASEMENT DATED DECEMBER 5, 1990 AND RECORDED DECEMBER 7, 1990 IN DEED RECORD 259, PAGE 777, IN THE OFFICE OF THE RECORDER OF JOHNSON COUNTY, INDIANA.

SOUTHPARK BUSINESS CENTER COLLERS TURLEY MARTIN TUCKER



GENERAL PRICING NOTES

1. REPLACE THRESHOLD, PATCH EXTERIOR DOOR FRAME, TOUCH-UP AS NEEDED AND PROVIDE AN ADA PUSH PAD AUTO OPENER.
2. PROVIDE SECURITY KEYPAD.
3. PROVIDE KEYED ENTRY FOR ALL EXTERIOR DOORS.
4. ADD HALF LIGHT KIT TO EXISTING DOOR, PATCH HOLES AT TOP OF DOOR.
5. REMOVE ALL HARDWARE AND CLOSERS, LOCK DOOR SHUT AND ADD FULL LENGTH WINDOW BLINDS AT DOOR AND ADJACENT WINDOW.
6. REUSE EXISTING DOORS AND FRAMES OR PROVIDE NEW 3'X7' SOLID CORE WOOD DOORS AND PRE FINISHED TIMBER FRAMES AS REQUIRED.
7. REMOVE DISHWASHER, REPLACE WITH NEW 36" BASE CABINET TO MATCH EXISTING BREAK ROOM CABINETS. REUSE EXISTING SINK AND COUNTER, CLEAN AND CAULK AS NEEDED EXISTING WATERLINES TO REMAIN.
8. REPLACE TOILET SEATS WITH NEW. REPLACE ANY MISSING BOLT CAPS.
9. PAINT REST ROOM PARTITIONS. REPLACE MISSING KNOB SET IN NON-ADA STALL AND REPLACE MISSING COAT HOOK ON BACK OF AIM STALL DOOR. RELOCATE SOAP DISPENSER AND REPLACE (2) EXISTING MIRRORS WITH (1) NEW MIRROR TO BE 3'4" X FULL WIDTH OF COUNTER. REPLACE CLEAR KNOB FAUCET WITH NEW TO MATCH EXISTING OFFICE FAUCET LEVER HANDLE FAUCET.
10. REUSE EXISTING 2'X4 GRID AND TILES THROUGHOUT. REPAIR GRID WHERE UNFOLD AND REPLACE ANY DAMAGED TILE. REUSE EXISTING 2'X4 FLUORESCENT, PRISMATIC LENS FIXTURES AS REQUIRED. RELOCATE (1) EXISTING 2'X4 FLUORESCENT, PARACHUTE LENS FIXTURE TO THE CONFERENCE ROOM OR OFFICES. DO NOT MIX LENS TYPES IN SAME ROOM.
11. REMOVE EXISTING 2'X2 FLUORESCENT FIXTURE. PROVIDE APPROXIMATELY (10) NEW 2'X4 FLUORESCENT, PRISMATIC LENS LIGHT FIXTURES IN WAIT KEEPING AND STORAGE ROOMS.
12. PROVIDE NEW VCT VCT-1 REST ROOMS AND BREAKROOM.
13. PROVIDE NEW ELECTROSTATIC DISSIPATIVE TILE, ECT-1 IN IT ROOM.
14. PROVIDE NEW CARPET: CPE-1 THROUGHOUT, UNLESS NOTED OTHERWISE.
15. PROVIDE PAINT AND NEW VINYL WALL BASE THROUGHOUT.
16. WHEN CEILING TRACK AND CORNER GUARDS ARE USED, CLEAN OR REPLACE AS NEEDED. DO NOT PAINT.
17. NEW WALLS TO BE STUD AND DRYWALL CONSTRUCTION, EXTEND TO FINISHED CEILING.
18. NEW WALLS TO BE STUD AND DRYWALL CONSTRUCTION, EXTEND TO DECK. EXTEND EXISTING STUDS AND DRYWALL TO DECK.
19. CONTRACTOR TO COORDINATE HVAC REQUIREMENTS FOR IT ROOM WITH TENANT.
20. PROVIDE (2) 220V OUTLETS IN IT ROOM.
21. PROVIDE (3) ADDITIONAL DUPLEX OUTLETS IN COPY ROOM.
22. PROVIDE A JUNCTION BOX AND DATA LOCATION FOR MULTIMEDIA FURNITURE.
23. ILLUMINATE (3) PARKING SPACES IN FRONT OF MAIN ENTRY. PROVIDE ADA RAMP TO SIDEWALK WITH (1) ADA PARKING SPACE AND (1) DELIVERY VEHICLE SPACE.
24. PROVIDE VINYL WALLCOVERING, TYPE 1, AND VINYL WALL BASE.

ATTORNEY GENERAL'S OFFICE
INDIANAPOLIS, INDIANA
UNCLAIMED PROPERTY

**1ST FLOOR
PRICING PLAN**

NOT TO SCALE 0' 4' 8' 16' 24'

design

planning ■ defining ■ creating

JOB NO.: 2005-077

DRAWN BY: JSA DATE 04-26-05

EXHIBIT B

EXHIBIT C

WORK LETTER

ATTORNEY GENERAL'S OFFICE

- Minor repair and ADA upgrade at entry door including ADA push pad auto opener.
- Provide security keypad. (4 locations to receive security pad).
- Provide keyed entry for all exterior doors.
- Add half light kit to **existing** door at vestibule, patch holes at top of the door.
- Remove all hardware and closers. lock door shut and add full **length** window blinds at door and adjacent **window** in **Copy/Workroom**.
- Reuse **existing** doors and frames or provide new **3'x7'** solid core wood **doors** and **pre-finished** timely **frames** as required.
- Remove dishwasher. Replace with new **36"W** base cabinet to match existing break room cabinets. Reuse existing sink and counter, clean and caulk as needed. Existing waterlines to remain.
- Replace toilet seats **with** new. Replace any missing bolt caps.
- Paint **restroom** partitions. Replace missing knob set in non-ADA stall and replace missing coat hook on back of ADA stall door. Relocate soap dispenser and replace (2) existing mirrors **with** (1) new mirror to be 3'H x **full width** of counter. Replace clear knob faucet with new to match existing Delta faucet lever handle faucet.
- Reuse existing 2x4 grid and tile throughout. Repair **grid** where needed and replace any damaged tile. Reuse existing 2x4 fluorescent, prismatic lens fixtures as required. Relocate (7) existing 2x4 fluorescent **paracube** lens fixtures to the conference room or offices. Do not mix lens styles in same **room**.
- Remove existing 2x2 fluorescent fixtures. Provide approximately (10) new 2x4 fluorescent, prismatic lens light fixtures in safe keeping and storage rooms.
- Provide new VCT in **restrooms** and breakroom.
- Provide new electrostatic dissipative tile: EDT – 1 in I.T. Room.
- Provide **new** carpet throughout, unless noted otherwise as to receive VCT tile or other **type** of flooring.
- Provide paint and new vinyl **wall** base throughout.
- Where ceiling track and corner guards are used, clean or replace as needed. Do not paint.
- New walls in Safe Keeping Property Room to be stud and drywall construction, extend to deck. Extend existing studs and **drywall** to deck.
- New walls to be stud and **drywall** construction, extend to finished ceiling per the **floorplan** attached.
- Contractor to coordinate HVAC requirements for I.T. room with tenant.
- Provide (2) 220V outlets in I.T. room.
- Provide (3) additional duplex outlets in copy room.
- Provide a junction box and data location for modular **furniture** in Open Office areas.

- Eliminate (3) parking spaces in front of main entry door. Provide ADA ramp to sidewalk with (1) ADA parking space and (1) delivery vehicle space.

Provide vinyl wallcovering, **Type 1**, and **vinyl** wall base in Reception **Area**.

- Tenant to have the ability to **move/add** electrical outlets and data ports (**just** opening for data ports) per the discussion at the on-site meeting at the property.

Administrative Assistant **Office**:

- o Sliding glass window with metal frame and laminate transaction top to be installed as noted on the plan. **Window** should have the ability to lock.
- o **Wall** on the East side of AA office to be a half-wall as noted on the plan.

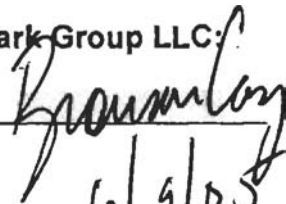
EXHIBIT D

Letter of Confirmation

This Letter of Confirmation is to be attached to the lease between South Park Group LLC (Landlord) and the Office of the Attomey General (Tenant). This Letter complies with **Section 2** of the lease which states that Landlord and Tenant shall confirm the commencement and expiration dates of the lease for 8,029 square feet located at 31-35 South Park Boulevard, in the County of Johnson, City of Greenwood, State of Indiana, by signing a letter of confirmation, generated by the Tenant. which shall then become an attachment to the lease. Therefore, it is agreed by the **Landlord** and Tenant that the lease commenced on _____ and will expire on _____. It is further agreed that the rent shall not exceed:

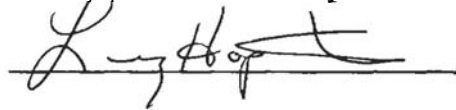
| | |
|---------------|--------------------------------|
| Months 0-4: | \$0.00 per square foot |
| Months 5-16: | \$16.20 per square foot |
| Months 17-28: | \$16.69 per square foot |
| Months 29-40: | \$17.20 per square foot |
| Months 41-52: | \$17.73 per square foot |

South Park Group LLC:



Date: 6/9/05

Office of the Attomey General:



Date: 6-10-05

EXHIBIT E

Janitorial Exhibit

Landlord agrees to furnish reasonable and customary cleaning in and about the premises in accordance with the following schedule:

- ◆ Office to be cleaned five (5) days per week.
- ◆ Carpet to be vacuumed five (5) days per week.
- ◆ Wastebaskets to be emptied five (5) days per week.
- ◆ Restrooms to be cleaned and re-supplied five (5) days per week, or as needed.
- ◆ Hard surface floors to be mopped once per week.
- ◆ Hard surface floors to be stripped and waxed two (2) times per year.
- ◆ Windows to be cleaned two (2) times per year, inside and out.
- ◆ Light bulbs and starters installed as needed.
- ◆ Treat for pest control as needed.
- ◆ To provide trash removal (scavenger service) as needed.
- ◆ Treat for ice as needed.

All labor and materials for the above mentioned services will be provided by Landlord with no additional cost to the Tenant, including light bulbs, filters, trash-bag liners, hand towels, toilet paper, ice control materials and janitor's cleaning supplies.

Revised 8/04